TOWN OF SUPERIOR

TOWN-WIDE ROADWAY STRIPING

Addendum #1
June 3, 2025

The following summarizes the changes/additions/clarifications to the contract documents that are included in Addendum No. 1:

Term and Termination within the Construction Contract

Clarification: Termination of Contract extended to October 3, 2025 to minimize potential conflicts with resurfacing work on McCaslin Blvd

End of Addendum #1

CONSTRUCTION CONTRACT (SHORT FORM)

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town"), and _____, an independent contractor with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF WORK

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Work set forth in **Exhibit A,** as well as the drawings in **Exhibit B**, attached hereto and incorporated herein by this reference. No change to the Scope of Work, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Town.

II. TERM AND TERMINATION

A. Contractor shall complete the Scope of Work on or before 10/3/2025.

B. This Contract shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction (final acceptance), or upon the Town's providing Contractor with 30 days advance written notice, whichever occurs first; provided that the indemnification and warranty provisions of this Contract shall survive termination.

III. COMPENSATION

Upon final acceptance by the Town of the work set forth in the Scope of Work, the Town shall pay Contractor an amount not to exceed $_____ (the "Contract Price"), subject to the requirements of C.R.S. § 38-26-107. If Contractor completes the Scope of Work for a lesser amount than the Contract Price, Contractor shall be paid the lesser amount.

IV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Contract, all personnel assigned by Contractor to perform work under the terms of this Contract shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

V. RESPONSIBILITY

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

VI. OWNERSHIP

Any materials, items, and work specified in the Scope of Work, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Work constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor, to the fullest extent permitted by law, shall defend,

investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. KEEP JOBS IN COLORADO ACT

Pursuant to the Keep Jobs in Colorado Act, C.R.S. § 8-17-101, *et seq.* (the "Act"), and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the "Rules"), Contractor shall employ Colorado labor to perform at least 80% of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section, "Colorado labor" means a person who is a resident of the state of Colorado at the time of this Contract, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a *bona fide* qualification. A resident of the state is a person with a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last 30 days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed $500,000 in the aggregate for any fiscal year.

X. WARRANTY

Contractor shall warrant and guarantee all materials furnished and work performed by Contractor under this Contract for a period of 2 years from the date of final acceptance by the Town. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work or materials that fails or is defective, unsound, unsatisfactory because of materials or workmanship, or that is not in conformity with the provisions of the Contract. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

XI. LIQUIDATED DAMAGES

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day that all of the work described in the Scope of Work is delayed beyond the deadline set forth in Section II hereof, Contractor shall be assessed the amount of $250 per day.

B. Allowing Contractor to continue and finish the Scope of Work or any part thereof after the deadline set forth in Section II hereof shall not operate as a waiver on the part of the Town of any of its rights under this Contract. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Scope of Work. Liquidated damages may be deducted from any payment due Contractor or any retainage held. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town within 30 days of notice thereof.

XII. MISCELLANEOUS

A. *Governing Law and Venue*. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *Integration*. This Contract and any attached exhibits constitute the entire agreement between Contractor and the Town, superseding all prior oral or written communications.

C. *Third Parties*. There are no intended third-party beneficiaries to this Contract.

D. *Notice*. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address included on the first page of this Contract.

E. *Severability*. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. *Modification*. This Contract may only be modified upon written agreement of the Parties.

G. *Assignment*. Neither this Contract nor any of the rights or obligations of the Parties shall be assigned by either party without the written consent of the other.

H. *Governmental Immunity*. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

I. *Rights and Remedies*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

J. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____

Mark Lacis, Mayor

ATTEST:

_____

Shannon Dujardin, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 202_, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____

Notary Public

SECTION 012000 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Measurement and payment shall be as specified in this Section.

B. Work to be performed under this contract will be paid for on a unit cost or lump sum basis under the appropriate unit cost or lump sum Bid Items shown on the Bid Schedule. No item of Work shown on the Drawings or in the Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid items.

C. Contractor shall, within 10 days of receipt of Notice to Proceed, submit a complete breakdown of lump sum and unit cost bid items (Schedule of Values) showing value assigned to each part of Work. Payment for materials delivered but not fully incorporated in Work will be made only if such materials are listed and assigned a value in Contractor's Schedule of Values.

D. The work of this Contract consists of furnishing all labor, materials, equipment and incidentals required and performing all construction, installation and testing of all improvements, modifications and additions, all as shown on the Drawings and specified in these Specifications.

1.02 BID ITEMS

GENERAL ITEMS

1. MOBILIZATION, DEMOBILIZATION, PERMITS, FEES, LICENSES, ADMINISTRATION (COMPLETE IN PLACE)
   Shall include all labor, materials, equipment, and incidentals required for the Contractor to mobilize. Shall include all costs for Contractor's insurance and bonds, construction permits, licenses and fees, job trailers and site administration expenses, utilities including power, telephone, etc. This item shall not exceed more than five (5) percent of the Base Bid. This item will be paid 50 percent of the total at 25 percent project completion, an additional 30 percent of the total at 50 percent project completion, and the remaining 20 percent of the total at 100 percent project completion.

2. TRAFFIC AND PEDESTRIAN CONTROL (COMPLETE IN PLACE)
   Shall include all labor, materials, equipment, and incidentals required for construction. This item will be paid 50 percent of the total at 25 percent project completion, an additional 30 percent of the total at 50 percent project completion, and the remaining 20 percent of the total at 100 percent project completion.

3. INLET PROTECTION
   Shall include all labor, materials, equipment, and incidentals required for construction.

4. CHECK DAMS

Shall include all labor, materials, equipment, and incidentals required for construction.

5. UTILITY LOCATE POTHOLING
   Shall include all labor, materials, equipment, and incidentals required for construction.

6. CONSTRUCTION SURVEY
   Shall include all labor, materials, equipment, and incidentals required for construction.

7. LANDSCAPE RESTORATION
   Shall include all labor, materials, equipment, and incidentals required for construction.

8. UNFORSEEN UTILITY CONFLICT ALLOWANCE
   Shall include all labor, materials, equipment, and incidentals required for construction. This shall be Owner Controlled

TRAFFIC ISLANDS

9. REMOVE AND REPLACE ISLANDS IN ROAD, COMPLETE IN PLACE
   Shall include all labor, materials, equipment, and incidentals required for construction.

UTILITIES

10. 6 INCH PERFORATED HDPE PIPE 8 FOOT STUB OUT TO STORM INLET OR STORM MANHOLE
    Shall include all labor, materials, equipment, and incidentals required for construction.

11. INSTALL 10 FOOT WIDE CONCRETE CROSSPAN
    Shall include all labor, materials, equipment, and incidentals required for construction.

12. GRADE DRAINAGE SWALE LEADING TO TYPE C INLET
    Shall include all labor, materials, equipment, and incidentals required for construction.

13. REMOVE EXISTING TYPE R INLET AND INSTALL TYPE C INLET WITH CLOSED MESH, INCLUDE 10 FEET OF 24 INCH PIPE
    Shall include all labor, materials, equipment, and incidentals required for construction.

14. 12” THICK 9” TYPE VL RIPRAP
    Shall include all labor, materials, equipment, and incidentals required for construction.

15. 12” TYPE II BEDDING
    Shall include all labor, materials, equipment, and incidentals required for construction.

ROADWAY REHABILITATION AND DRAINAGE IMPROVEMENTS

16. FULL DEPTH ASPHALT MILLING

Shall include all labor, materials, equipment, and incidentals required for construction.

17. FURNISH AND INSTALL 12 INCHES OF FLYASH TREATED SUBGRADE (10% CLASS C FLYASH/ 2% CEMENT)
    Shall include all labor, materials, equipment, and incidentals required for construction.

18. BLUE TOP, GRADE AND COMPACT SUBGRADE WITH MINIMUM 2% CROWN Shall include all labor, materials, equipment, and incidentals required for construction.
19. SUBGRADE/ BASECOURSE PROOF ROLL WITH 18 KIP PER AXLE TANDEM AXLE TRUCK
    Shall include all labor, materials, equipment, and incidentals required for construction.

20. LEVELING COURSE HBP CDOT GRADE S (75) PG 64-22, 20% RAP
    Shall include all labor, materials, equipment, and incidentals required for construction.

21. 4" HBP CDOT GRADE SG, (75) PG 64-22, 20% RAP
    Shall include all labor, materials, equipment, and incidentals required for construction.

22. 3" HBP CDOT GRADE S, (75) PG 64-22, 20% RAP
    Shall include all labor, materials, equipment, and incidentals required for construction.

23. 2" HBP CDOT GRADE SX, (75) PG 64-22
    Shall include all labor, materials, equipment, and incidentals required for construction.

24. TOWN OF SUPERIOR TO RETAIN MILLINGS
    Shall include all labor, materials, equipment, and incidentals required for construction.

25. REMOVE AND REPLACE 5 FOOT WALK, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC
    Shall include all labor, materials, equipment, and incidentals required for construction.

26. REMOVE AND REPLACE 1.5 FOOT VERTICAL CURB AND GUTTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC
    Shall include all labor, materials, equipment, and incidentals required for construction.

27. REMOVE AND REPLACE 2.5 FOOT VERTICAL CURB AND GUTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC
    Shall include all labor, materials, equipment, and incidentals required for construction.

28. INSTALL 2.5 FOOT VERTICAL CURB AND GUTTER, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC
    Shall include all labor, materials, equipment, and incidentals required for construction.

29. REMOVE AND REPLACE TYPE 3 HANDICAP RAMP, REMOVE 12 INCHES OF EXISTING SUBGRADE AND REPLACE WITH 12 INCHES OF CDOT CLASS 6 RECYCLED CONCRETE ABC. FURNISH AND INSTALL FULL WIDTH CAST IRON TRUNCATED DOMES
    Shall include all labor, materials, equipment, and incidentals required for construction.

STRIPING AND SIGNAGE

30. DOUBLE YELLOW CENTER LINE, TWO 4 IN. LINES, 4 IN. GAP, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.
31. WHITE SOLID LINE, 6 IN. WIDE, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.

32. WHITE SOLID LINE, 8 IN. WIDE, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.

33. WHITE SOLID LINE DIRECTIONAL, 6 INCH, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.

34. WHITE SKIP LINE, 4 IN. WIDE, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.

35. WHITE SKIP LINE, 6 IN. WIDE, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction.

36. BIKE SKIP LANE LINE, 6 IN. WIDE, EPOXY
    Shall include all labor, materials, equipment, and incidentals required for construction

37. WHITE SOLID STOPBAR LINE, 2 FEET WIDE, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

38. PREFORMED WHITE CROSSBAR LINE, 8 FOOT X 24 INCHES, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

39. PREFORMED GREEN BIKE SYMBOL, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

40. PREFORMED WHITE BIKE STRAIGHT ARROW, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

41. PREFORMED WHITE “ONLY” PAVEMENT MARKING, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

42. PREFORMED WHITE “YIELD” PAVEMENT MARKING, THERMOPLASTIC 125 MIL

Shall include all labor, materials, equipment, and incidentals required for construction

43. PREFORMED WHITE 12 FOOT HEIGHT X 3 FOOT WIDTH "LEFT" ARROW, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

44. PREFORMED WHITE 12 FOOT HEIGHT X 3 FOOT WIDTH "RIGHT" ARROW, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

45. PREFORMED WHITE 12 FOOT HEIGHT X 3 FOOT WIDTH "MERGE" ARROW, THERMOPLASTIC 125 MIL
    Shall include all labor, materials, equipment, and incidentals required for construction.

END OF SECTION